

**CMAP**

---

**Community Media Access Partnership**

# **Access Handbook**

COMMUNITY MEDIA ACCESS PARTNERSHIP

# ACCESS HANDBOOK

---

© Community Media Access Partnership  
5055 Santa Teresa Blvd., Suite L139 • Gilroy, CA 95020  
Phone 408.846.4983 • Fax 408.846.4907  
[www.mycmap.org](http://www.mycmap.org)

---

# Table of Contents

## **Chapter 1: What is CMAP?**

<b>CMAP Funding</b>	<b>1</b>
<b>The Four Separate Channels</b>	<b>1</b>
<b>Public Access</b>	<b>1</b>
<b>Educational Access</b>	<b>1</b>
<b>Government Access</b>	<b>2</b>
<b>The Gavilan Channel</b>	<b>2</b>
<b>Our Mission</b>	<b>2</b>

## **CHAPTER 2: WHO'S WHO**

<b>The Board of Directors</b>	<b>4</b>
<b>CMAP Staff</b>	<b>4</b>
<b>CMAP Membership</b>	
<b>Tiers/Access Eligibility</b>	<b>5</b>
<b>Pro – Rating Schedule</b>	<b>6</b>
<b>Scholarships</b>	<b>6</b>

## **CHAPTER 3: “CMAP COMMANDMENTS”**

<b>“Dings” and Consequences</b>	<b>8</b>
<b>No Tolerance Policies</b>	<b>8</b>
<b>Harassment Policy</b>	<b>8</b>
<b>Discrimination Policy</b>	<b>9</b>
<b>Procedure for Reporting</b>	<b>9</b>
<b>Eating and Drinking</b>	<b>9</b>
<b>Smoking and Controlled</b>	
<b>Substances</b>	<b>9</b>

<b>Extreme Use of</b>	
<b>Equipment/Facilities</b>	<b>9</b>
<b>Auditory Policy</b>	<b>10</b>
<b>Expectations and</b>	
<b>Responsibilities</b>	<b>10</b>
<b>Representation</b>	<b>10</b>

## **CHAPTER 4: SERVICES & PROCEDURES FOR SERVICES**

<b>Hours of Operation</b>	<b>11</b>
<b>Equipment and Facilities</b>	
<b>Available</b>	<b>11</b>
<b>Project Proposal</b>	<b>12</b>
<b>Reserving Equipment /</b>	
<b>Facilities</b>	<b>12</b>
<b>Equipment Cancellation</b>	<b>13</b>
<b>Products and Supplies for</b>	
<b>Purchase</b>	<b>13</b>
<b>Dubbing Service</b>	<b>14</b>

## **CHAPTER 5: WORKSHOPS**

<b>Certification Process</b>	<b>15</b>
<b>Proficiency Tests</b>	<b>15</b>
<b>Refresher Workshops</b>	<b>15</b>
<b>Regularly Scheduled</b>	
<b>Workshops</b>	<b>15</b>

---

**CHAPTER 6: PROJECT  
FUNDING SOURCES**

<b>Third Party Production</b>	<b>16</b>
<b>Underwriting Guidelines</b>	<b>16</b>
<b>Reporting Underwriting to CMAP</b>	<b>17</b>
<b>CMAP Staff Production for Hire</b>	<b>17</b>

**CHAPTER 7: PROGRAMMING**

<b>Channel Assignment</b>	<b>18</b>
<b>Government Channel</b>	<b>18</b>
<b>Gavilan Channel</b>	<b>18</b>
<b>Educational K-12 Channel</b>	<b>18</b>
<b>Program Content</b>	<b>18</b>
<b>Scheduling Channel Time</b>	<b>19</b>
<b>Scheduling Priorities</b>	<b>19</b>
<b>Series Programs</b>	<b>20</b>
<b>Live Programs</b>	<b>20</b>
<b>Controversial/Adult Programming</b>	<b>21</b>
<b>Prohibited Programming</b>	<b>21</b>
<b>Technical Standards</b>	<b>22</b>
<b>Tape Stock &amp; DVD's</b>	<b>22</b>
<b>Technical Requirements</b>	<b>22</b>
<b>Objectionable Program Content</b>	<b>23</b>
<b>Submissions</b>	<b>23</b>
<b>Compliance</b>	<b>23</b>
<b>Producer's Programming Rights</b>	<b>24</b>

**CHAPTER 8: COMPLIANCE  
STATEMENT OF**

<b>COMPLIANCE</b>	<b>25</b>
-------------------	-----------

**APPENDIX:**

<b>SUMMARY OF REQUIRED PAPERWORK</b>	<b>28</b>
--	-----------

## What is CMAP?

**C**ommunity Media Access Partnership (CMAP) is a non-profit tax exempt public, education, and government access media center that serves Gilroy, Hollister, and San Juan Bautista. Our mission is to train residents in using CMAP's video production equipment so that they can produce non-commercial community based programs to be seen on the local access channels managed by CMAP. CMAP is a partnership with the three cities it serves, as well as Gavilan Community College. Although it is housed at Gavilan Community College, it is a separate non-profit organization.

**CMAP Funding** comes through the Franchise Agreement with the cable company. Cable subscribers pay a certain percentage on their monthly bill (around a dollar) towards CMAP operating funds. CMAP also received a one time capital equipment fund for purchasing production and office equipment through the Charter Communications as part of the Franchise Agreement. The cities of Gilroy and Hollister provide additional quarterly funds for government access services.

### The Four Separate Channels: P-E-G/Gavilan

#### Public Access

This is the television channel for community members to put their TV shows on the air. Tapes of any length may be submitted for airing by residents of Gilroy, Hollister, and San Juan Bautista. Residents and CMAP staff may also sponsor tapes for airing on this channel. Residents can submit commercial free videos to air or produce programs using CMAP's equipment and facilities. Residents will have the opportunity to get certified in studio production, editing, and field camera by taking CMAP's "Fast Track" workshops. Once certified, residents can use the equipment to make shows for airing on the public access channel!

#### Educational Access

This is the channel where commercial free educational programming is aired. CMAP will aim to create programs through outreach to local schools. These programs may be a result of grant-funded projects, or perhaps "built in" educational access time with CMAP staff. Examples of this type of programming include public service announcements produced by students, video yearbooks, live call-in shows in studio, special event coverage on campus, CNN Student Bureau segments, a live kid's educational game show, and school produced news programs. These collaborations depend on outside funding, CMAP staff availability, and

---

teacher interest at local schools. CMAP will also import commercial-free K-12 programming via satellite. Examples of this type of programming include A&E's Classroom Documentaries, cable in the classroom shows, the RIF (Reading is Fundamental) series, Annenberg Educational Channel programs, and MCOE's Math TV.

### **Government Access**

The Government channels are where city meetings and relevant local government programming are scheduled for cablecasting. CMAP will be cablecasting the Hollister City Council and San Benito County Board of Supervisor Meetings live in Hollister. The Gilroy City Council meetings will also be cablecast to Gilroy residents on Channel 17. CMAP will also import programming from local and state representatives talking to their constituents about current issues. At election time, CMAP will feature election forums and perhaps live call-in programs for viewers to get to know candidates of local races. CMAP can provide production services and act as producer of special government programming, including training / community info videos and emergency programming.

### **The Gavilan Channel**

This is the channel reserved for use by Gavilan Community College for educational programs and telecourses submitted by college faculty and administrators for airing. Gavilan Community College will be overseeing what is aired on this channel.

## **OUR MISSION**

### **The Purposes of Community Media Access Partnership are:**

1. To support, manage, produce and distribute noncommercial, community based media programs (public, educational and government access);
2. To establish, maintain and operate one (1) or more media access centers:
  - a. To educate and provide training to individuals and nonprofit organizations in the use of various media tools and techniques;
  - b. To provide individuals and nonprofit organizations with access to various media tools and assistance in their use;
  - c. To promote programs and support the use of various media as vehicles of artistic expression;
  - d. To produce programs and other media materials in the public interest; and
  - e. To establish, maintain and operate a system or systems for the distribution of various non-commercial media programs and materials in the public interest.
3. To provide individuals, organizations and institutions on a nondiscriminatory basis the necessary resources to produce noncommercial programming and information for distribution on noncommercial access channel(s) including production studio and video equipment, training and channel time.

4. To produce cable subscribers with programming reflecting the activities, concerns and interests of the residents of Gilroy, Hollister and San Juan Bautista in a manner that promotes a free exchange of ideas and information.
5. To promote and foster the use of access channels among a wide range of individuals, organizations and institutions and to facilitate the use of access channels as a public forum which promotes a free exchange of ideas and information.
6. To ensure that no individual is discriminated against with regard to membership services, access to information or any activity of CMAP because of race, national origin, sex, age, sexual preference, religion, disability, political affiliation, or economic status.
7. To assure that there is no censorship over program content of the public access channel(s), except as necessary to comply with the Cable Communication Policy Act of 1984 (as amended) or the corresponding provision of any future federal cable television or telecommunications law and the Federal Communications Commission prohibition of materials that is obscene, contains commercial advertising or conducts a lottery.
8. To develop funding proposals, collaborative projects and administer grant funds obtained for the ongoing development of CMAP.
9. To apply for, to receive, and to distribute contributions, grants, donations and loans of all types from individuals, organizations, profit and nonprofit, public and private corporations, government agencies and others to support these purposes.
10. To determine and conduct or support and all other lawful activities in furtherance of the foregoing charitable and educational purposes, either manifest or latent.

## Who's Who?

### **The Board of Directors**

CMAP's Board of Directors is made up of a maximum of 15 elected and appointed members of the community. Board meetings take place once a month. Meeting locations rotate between the three cities and the meetings are open to the public. Check the CMAP web site for the agenda and location.

- Joe Kline, City of Gilroy Representative
- Clay Lee, City Of Hollister Representative
- Ron Wheelahan, San Benito County Office of Education Representative
- Fran Lozano, Gavilan College Representative
- Rob Van Herk, Gilroy Unified School District Representative
- Jim Frazier, Elected
- Brent Olson, Elected
- Cynthia Stagner, Elected
- Jacqui Carrasco, Elected
- Valerie Jeffery, Elected
- Bruce Lee, Elected
- John Chadwell, Appointed

### **CMAP Staff**

- Suzanne St. John-Crane, Executive Director
- Jan Janes, Programming Manager
- Craig Goldstein, Media Production Specialist
- Shawn Mulcare, Access Facilitator
- Deonda Guerrero, Administrative Assistant
- Cristina Lee, Programming Assistant

## CMAP Membership Tiers and Access Eligibility

**Members** = Gilroy, Hollister and San Juan Bautista residents who pay an annual fee (or qualify for a scholarship) in order to vote in elections, have access to equipment and the facility to produce programs for CMAP, have access to equipment for the purpose of crewing on other members' shows.

**Non-Residents** = Non-voting individuals who live outside Gilroy, Hollister and San Juan Bautista who pay a fee to receive training at CMAP for the purpose of assisting residents in producing shows for the access channels.

**Users** = A generic term for any non-voting individual who has access privileges such as a non-resident, Government access or educational access user.

**Government Users** = Employees of the Cities of Gilroy, Hollister, and San Juan Bautista who wish to produce government access programming only.

**Educational Users** = Employees of schools and colleges, and educators associated with private educational agencies, in the cities of Gilroy, Hollister, and San Juan Bautista who wish to produce educational access programming only.

**Cable Subscribers** = Residents of Gilroy, Hollister and San Juan Bautista that have Charter Cable.

**Basic Workshops** = Orientation, Producer's Seminar, Field Production, Studio Production, Linear Editing, Screenplay Digital Editing.

**Advanced Workshops** = Digital Editing with Final Cut Pro, After Affects, Animation workshops, special seminars.

MEMBERSHIP LEVEL	COST	INCLUDES
"Red"	\$50	Annual membership, voting in elections, all basic workshops, the quarterly newsletter
"Green"	\$75	Annual membership, voting in elections, all basic workshops, acknowledgement in the quarterly newsletter
"Blue"	\$100	Annual membership, voting in elections, all basic workshops, acknowledgement in the quarterly newsletter and annual report
"Gold"	\$500	Annual membership, voting in elections, all basic workshops, acknowledgement in the quarterly newsletter and annual report, CMAP promotional item
Student/Senior (over 55)	\$40	Annual membership, voting in elections, all basic workshops, the quarterly newsletter

<b>MEMBERSHIP LEVEL</b>	<b>COST</b>	<b>INCLUDES</b>
Family	\$75	Annual membership for up to five family members, one vote in elections, all basic workshops, the quarterly newsletter
Organization	\$100	Annual membership for three people, one vote in elections, all basic workshops, acknowledgement in the quarterly newsletter, text underwriting spot on Ch. 20
Business	\$200	Annual membership for three people, one vote in elections, all basic workshops, acknowledgement in our newsletter, text underwriting spot on Ch. 20
Scholarships <i>Applications available at CMAP or on line.</i>	\$0	In exchange for 5 hours of volunteer work per quarter, a "Red" membership is granted
Non-Resident	\$60	All basic workshops, access to equipment in order to assist CMAP members in producing programs, the quarterly newsletter
Government Access User	\$0	All basic workshops, access to equipment and channel for purposes of Gilroy, Hollister, and San Juan Bautista government employees to make a video for the government channel.
Educational Access User	\$0	All basic workshops, access to equipment and channel for purposes of Gilroy, Hollister, and San Juan Bautista school employees to make a video for the educational channel.






**\*\*CABLE SUBSCRIBERS IN GILROY, HOLLISTER, & SJB GET \$10 OFF\*\***

### **PRO-RATING SCHEDULE**

<b>QUARTER</b>	<b>Red</b>	<b>Green</b>	<b>Blue</b>	<b>Gold</b>	<b>Student/ Senior</b>	<b>Non- Resident</b>	<b>Family</b>	<b>Org</b>	<b>Bus</b>
Oct 1 – Dec. 31	\$50	\$75	\$100	\$500	\$40	\$60	\$75	\$100	\$200
Jan 1 – March 31	\$45	\$65	\$85	\$450	\$35	\$55	\$65	\$85	\$170
Apr 1 – June 30	\$40	\$55	\$70	\$400	\$30	\$50	\$55	\$70	\$140
July 1 – Sept 30	\$35	\$45	\$55	\$350	\$25	\$45	\$45	\$55	\$110

## “CMAP Commandments”

All of the policies and procedures contained in this handbook shall be known as “The CMAP Commandments.” They have been created in order to make this a true community where everyone can work in harmony and the station can operate like a well-oiled machine. “Breaking” any of the “Commandments” will lead to a “Ding(s)” on your membership / user access record. **“Dings” are cumulative and tracked within one membership year.** If a single member / user obtains “Dings,” access privileges may be suspended or revoked according to the chart below. If you choose to appeal, it must be submitted in writing within one month to the Rules Committee who will make a recommendation to the Board of Directors. The decision of the Board of Directors will be made at the next scheduled meeting and is binding and final. The bell icons through out the handbook represent what actions, if **not** followed, can earn “Dings.” One bell equals one “Ding,” two bells equal two “Dings,” etc. **\*\* Extreme cases may result in immediate and/or permanent revocation of membership / access privilege.\*\***

Number of “Dings”	Consequence
	Verbal warning / noted in access file
	Written warning / noted in access file
	Three week suspension / noted in access file
	Six months suspension / noted in access file
	Membership/ User privileges revoked for one year

## No Tolerance Policies

### Harassment Policy

CMAP does not tolerate threatening, harassment, or verbal abuse of any kind. No person, employee, access user or third party, no matter his or her title or position, has the authority, whether expressed, actual, apparent or implied, to commit any harassment, including, but not limited to sexual harassment to staff, members, users, community members, or other persons at CMAP facilities.

Sexual harassment includes any unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature where such actions or allowance of such actions are made a condition of employment that interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment.

### **Discrimination Policy** 📢📢📢

Members / users and CMAP staff will not discriminate against any access user, because of race, color, religion, national origin, ancestry, physical handicap, marital status, sex, sexual orientation, age, or any other non- merit factor unrelated to member / access user responsibilities.

### **Procedure for Reporting**

If you have any questions, problems, or complaints regarding a violation of the above policies, you must communicate your concerns to a supervising CMAP staff member or the Executive Director. If you cannot report to the staff, contact the CMAP Board Chair. You are not required to directly confront the person who is the source of your report, question or complaint before notifying any of those individuals listed.

### **Eating and Drinking** 📢📢

No food or drink of any kind is allowed in any control room, editing suite, or near any field equipment at any time. No food or drinks of any kind are allowed in the studio unless it is needed for a show (i.e. a live cooking show) and only with prior approval of CMAP staff. Exceptions to this rule, with respect to food and drink, may only be granted by the Executive Director for authorized special circumstances.

### **Smoking and Controlled Substances** 📢📢📢

Smoking, alcoholic beverages and controlled substances are not allowed within any of the access facilities. No access member or user may be under the influence of a controlled substance while at CMAP or using any CMAP facility or equipment.

### **Extreme use of Equipment or Facilities** 📢📢📢

CMAP equipment and facilities may not be used in the creation of program material that creates the immediate danger or damage to property or injury to persons; the substantial obstruction of law enforcement or other governmental functions or services; the deprivation of any person by threat, threat of force or physical action of a legal right or the disturbance of any person in the enjoyment of a legal right; or the creation of a public nuisance. Members / users may not abuse or vandalize CMAP equipment or facilities or return equipment in damaged or unworkable condition, beyond normal wear and tear. Equipment and facilities must be checked in or left as clean or cleaner than when checked out or when you arrived at the facility.

## **Nudity**

Nudity or partial nudity (genitals covered) is strictly prohibited *at* the CMAP facilities 🚫🚫🚫.

## **Expectations and Responsibilities of Members, Non-residents, and Access Users**

All members and users are responsible for treating the equipment and facilities with respect and care, and for respecting the rights of others who use the community access resources. You have an obligation and responsibility to respect the rights of others. Please use common sense and good judgment when interacting with each other. This is a non-violent, harassment free community.

## **Respect of Other Peoples Property / Materials**

Members /users may not “sabotage” someone else’s projects, tapes, media, props, set pieces, etc 🚫🚫🚫.

Members /users may not use other people’s projects, tapes, media, props, set pieces, etc., without permission of the owner 🚫🚫.

## **Representation**

A member or user can **only** represent him or herself as an independent producer or a crew member of an independent producer. A member or user **CANNOT** represent him or herself as a CMAP STAFF MEMBER or as acting on behalf of CMAP unless authorized in writing by the Executive Director 🚫🚫.

## Services & Procedures for Services

### Hours of Operation

CMAP Business Hours 10am – 6pm, Monday - Friday

Public Access Hours 3pm – 9pm, Wednesday – Friday and 11am – 4pm Saturday

Government and Educational Access Projects By Appointment Only

### Equipment and Facilities Available

#### Camcorders:

Canon XL1

Canon GL1

#### Editing Facilities:

*Linear:* (1) Deck to Deck  
analog suite

*Non-linear:* (2) Screenplay  
Digital Systems

(2) Mac G4 with OSX/Final  
Cut Pro 3 Digital Systems

#### Field Accessories:

Handheld Mics

Lapel Mics

Audio Mixer

Wireless lapel mic system

Libec Tripods

Lowell Lighting kit

#### Dub Rack /Video Logging Station

#### Full Control Room and Studio:

- switcher
- monitors
- character generator
- VTR's
- audio mixer
- three studio cameras
- live call in phone  
equipment
- teleprompter
- much more!

#### Studio in a Suitcase Includes:

- switcher
- monitors
- character generator
- VCR
- hard case
- audio mixer

#### iMac Computer Workstations:

- Scriptwriting
- Graphics production
- Publicity creation, etc.

## Project Proposal

The Project Proposal is available in the CMAP lobby and on-line. **Before a member or government/educational user can reserve equipment or facilities to produce a project, s/he must turn in a project proposal to CMAP 📁📁📁.**

Once approved, the producer will follow the guidelines in the chart below according to the project length.

Project Length	Production Time Allotment	Hard Drive Allotment	Maximum Number of Underwriters
0 to 5 minutes	2 months	10 GB for 2 Weeks	2
6 to 15 minutes	4 months	15 GB for 3 Weeks	4
16 to 30 minutes	5 months	20 GB for 3 Weeks	6
31 to 60 minutes	6 months	50+ GB for 4 Weeks	8

### Note

Screenplay editing systems can only be checked out for projects that will be 30 minutes or less. Larger projects must be edited with Final Cut Pro.

## Reserving Use of Equipment and Facilities

The requests will be taken via message on the CMAP check-out voice mail, on a first come/first serve basis within the following guidelines: A member or user may only reserve CMAP equipment or facilities to produce *approved* programming for a CMAP channel once he/she has been certified on the given equipment 📁📁📁.

Any certified member or user may check out field equipment (one camera per certified member / user) once a week (a 24-hour period), sign up for up to 10 hours of editing time, and one studio slot per week.

See the CMAP Access Facilitator for studio slot information, as slot times and lengths vary by availability in coordination with Gavilan Community College.

## Equipment Check -out

Tardiness exceeding 30 minutes of reservation time is not allowed and will result in forfeiting the reservation *unless* advanced authorized extension by CMAP staff is given 📁.

You may not remove equipment from the access center without completing the proper check-out procedure and signing the check – out contract 📁.

---

You may not allow non-certified persons or suspended members/users to use equipment you have reserved and/or checked out 📢📢📢.

You may not reserve / check-out equipment for another member /user unless specified and approved in advance by CMAP staff 📢.

### **Equipment Cancellation**

As a courtesy to other members and users, you **MUST** notify CMAP staff of a cancellation **at least 48 hours in advance** so that the equipment or facility may be reassigned to other members or users 📢.

### **“No Shows”**

If you are not going to use your reservation, you **MUST** cancel it 📢📢.

### **Equipment Return**

You are financially responsible for equipment if you fail to return it to CMAP through intent, negligence, loss or theft 📢📢📢.

You may not return equipment late without authorization by CMAP staff 📢.

You must vacate the CMAP facility you have reserved prior to the next member’s/user’s arrival for his/her reservation 📢.

### **Equipment Maintenance**

CMAP and Gavilan Community College will maintain all access equipment and facilities. If you come across a maintenance issue, please report it immediately to CMAP staff on a *Maintenance Report Form*. Do not attempt to disassemble, or repair equipment yourself; causing a breach of any equipment warranties is not allowed 📢📢📢.

### **Products and Supplies for Purchase**

CMAP will have a variety of blank media stock available for purchase by members/users. They may include, but not be limited to, VHS, S-VHS, DVD, CD, Mini DV. See CMAP staff for current pricing and availability.

## Dubbing Service

CMAF provides a dub service for all access users. Each dub will include a tape, a sleeve, and labels. There is a discount on all dubbing for Government and Educational entities. The rates are listed in the chart below. One CMAF air copy may be dubbed for free by the producer.

<b>ACCESS MEMBERS</b>		<b>MEDIA &amp; LENGTH</b>	<b>GOVT &amp; ED USERS</b>	
<i>first tape</i>	<i>addl. tapes/ea</i>		<i>first tape</i>	<i>addl. tapes/ea</i>
		<b>VHS</b>		
\$10.00	\$ 5.00	30	\$ 9.50	\$ 4.75
\$12.00	\$ 8.00	60	\$11.40	\$ 7.60
\$15.00	\$10.00	120	\$14.25	\$ 9.50
\$20.00		120+		
		<b>SVHS</b>		
\$12.00	\$ 8.00	62	\$11.40	\$ 7.60
\$16.00	\$12.00	126	\$15.20	\$11.40
\$20.00	\$16.00	182	\$19.00	\$15.20
		<b>MINI DV</b>		
\$12.00	\$ 8.00	60	\$11.40	\$ 7.60
\$16.00	\$12.00	80	\$15.20	\$11.40

<i>first DVD</i>	<b>DVD</b> (no menus / chapters)	<i>addl. DVD's/ea</i>
\$10.00	1 – 60 minutes	\$ 5.00
\$15.00	61 – 120 minutes	\$ 10.00
\$20.00	120+ minutes	
<i>first DVD</i>	<b>With menus &amp; chapters</b>	<i>addl. DVD's/ea</i>
\$30.00	1 – 60 minutes	\$10.00
\$40.00	61 - 120 minutes	\$10.00



## Workshops

### **Certification Process and Safety Standards**

*All members/ users must complete training workshops and pass a proficiency test with 85% accuracy or higher prior to check out or sign up of CMAP equipment and facilities.*

All members will be given a set of safety rules and procedures and must pass the safety portion of each certification test with 100% accuracy. It is the responsibility of the member/user to practice and apply the safety standards at all times. Violation of these safety procedures may cause bodily injury to you or others around you or may damage the station's equipment 🚧🚧🚧.

It is also the responsibility of the member / user to operate equipment / facilities correctly and put them away properly when done 🚧🚧.

### **Proficiency Test**

Workshops posted on the “CMAP Workshop Calendar” with this icon, (1), may be tested out of. If the member/user has a prior video production background, s/he may take the proficiency test without taking the corresponding CMAP workshop. However, if the proficiency test is not passed @85% or better, the workshop will be required.

### **Refresher Workshops**

If a member/user has let his/her use of equipment or facilities lapse for more than a year, s/he must re-take the workshop to remain certified.

### **Regularly Scheduled Workshops Will Include:**

- |                                 |                                   |
|---------------------------------|-----------------------------------|
| *Orientation                    | Final Cut Pro Digital Editing (1) |
| *Producing                      | After Effects (1)                 |
| *Studio Production (1)          | Music and Sound FX Seminar        |
| *Field Production (1)           | Studio in a Suitcase              |
| *Linear Editing (1)             |                                   |
| *Screenplay Digital Editing (1) |                                   |
| * iMovie Digital Editing (1)    |                                   |
- \* included in membership/ user dues  
(1) Workshops that may be tested out of

## Funded Projects

### Third Party Production

Third party productions are defined as non-commercial access programs that are commissioned by a third party, to be produced by *CMAP Members* for pay.

#### Third Party Production Guidelines

A CMAP member may be hired by a third party to produce a non-commercial video. The member can use CMAP equipment for free to produce it, as long as the program can be cablecast on one or more of CMAP's channels. The program will be owned by the third-party. CMAP may re-air the program as often as the staff sees fit. All third party productions must be approved by CMAP's Executive Director through a signed third party contract before equipment check-out or facility reservation 📺📺. CMAP will be paid 25% of the total project budget in exchange for use of the equipment and/or facility 📺📺📺. Third Party representatives will understand that as residents, they can take workshops and at anytime produce a program using CMAP's facilities for free. The third party may specify whether or not dubs can be sold by CMAP. If a member/user sells or distributes a program created through CMAP for money, he/she must reimburse CMAP for equipment rental and usage 📺📺.

### Underwriting Guidelines

Underwriting is when a business or individual donates a product, service, or funding to assist an access show in return for a non-commercial acknowledgement.

According to the Federal Communications Commission (FCC) Underwriting Guidelines, an underwriting "spot" is (a) no longer than 15 seconds; (b) includes no calls to action (i.e.. "Come on down and BUY our products!"); (c) includes no comparative language (i.e. "We're better than that other pizza place!").

Underwriting spots must be placed at the beginning or end of a show versus in the middle to avoid giving the video a "commercial" look.

---

Any CMAP access producer is allowed to seek underwriting for his/her program(s). However, if access producers receive a cash donation, 25% of the donation must be given to CMAP prior to the airing of the show 📺📺📺. Please refer to Chapter 4, “Project Proposal” for the number of underwriters allowed for a given program.

Underwriting spots can enable the producer to obtain items, services, and funding to help defray the cost of production. Some examples may include things like tape stock, food and drink, props, sets, gas money for production related travel, misc. production supplies, etc.

Be sure to acknowledge all of your sponsors in the credits of your project.

## CMAP Production Services

While facility and equipment use is free, CMAP may be hired to produce access shows for a government, educational, or not-for-profit entity per our mission statement. CMAP **CANNOT** be hired to produce any commercial projects.

### **The Service Fees are as follows:**

**Services for free:** Message board, being a guest on an access show, PSA Day (CMAP sponsored event for the purposes of creating public service announcements), channel time, regular city council meeting coverage for Hollister, regular County Board of Supervisors Meeting coverage.

**Production Planning / Consultation:** Free

**Event Coverage in Hollister Council Chambers:** \$40 / hour + one hour set up

**Editing** (includes logging if needed): \$30 / hour

**Videotaping (single camera):** \$50 half day (4 hours), \$90 full day (8 hours)

**Production Assistant:** \$15 / hour

**Audio Engineering (more than 2 mics):** \$20 / hour

**Multi-Camera Field shoot – 5 person crew:** \$100 / hour *\*includes site survey*

**Studio Crew:** \$120 / hour

**Dubbing:** See the Dubbing Service price chart on page 14 for cost, or contact CMAP for a quote. Government and Educational groups receive a 5% discount.

## Programming

### Channel Assignment

CMAP is responsible for cablecasting on four separate channels:

#### **Government channel**

A curated channel where city meetings are aired, and relevant local government programming is selected by CMAP staff and scheduled for cablecasting.

#### **Gavilan channel**

The channel curated by Gavilan College, where educational programs and telecourses are submitted by college faculty and administrators for cablecasting.

#### **Educational K-12 channel**

A curated channel where commercial-free educational programming is cablecast.

#### **Public access channel**

The channel curated by community members. Tapes of any length are submitted by members of CMAP who are residents of Gilroy, Hollister and San Juan Bautista. Members and CMAP staff may also sponsor tapes for cablecasting on this channel.

### Program Content

When providing cablecast time to community members on the *public access* channel, CMAP will cablecast locally produced programming free of editorial control, but does set forth certain production requirements as outlined below. **Program producers and users of CMAP's *public access* television channel are fully liable for the content of all program material that they submit.**

CMAP is responsible for producing or obtaining programming for the *education* and *government* channels, or curated programming. From time to time, CMAP may be responsible for producing coverage of local events, or local origination programming, which may be aired on the *public access* channel. Gavilan College approves all content and is responsible for producing or obtaining programming for the *Gavilan* channel.

## **Scheduling Channel Time**

Channel and equipment time are provided on a first-come, first-serve, nondiscriminatory basis to any current member. While CMAP wishes to accommodate specific requests, the public access channel is a shared community resource and specific channel time and equipment use requests cannot always be guaranteed. All requests will be processed on a fair and equitable, non-discriminatory basis, subject to the availability of cablecasting equipment, space, and channel time.

Programming containing excessive violent material, excessive profane or offensive language, excessive nudity, graphic depiction of medical procedures, or sexually explicit material can only be aired between 11:00 PM and 6:00 AM. All program submission forms must indicate whether the programming contains material of this nature.

Channel time scheduling requests must be submitted at least four weeks in advance of the desired cablecast date. At the discretion of staff, if the desired time slot is available, the four-week submission rule may be waived to allow the timely cablecasting of newsworthy or time sensitive events.

CMAP programs four channels 24 hours a day, 7 days a week. Programs may be repeated at staff discretion. CMAP reserves the right to cablecast programs produced by members on the other channels, where appropriate.

With the exception of live and series programming, channel time will not be scheduled until a program is complete and all information pertaining to the program is submitted to staff in writing.

## **Scheduling Priorities**

Locally produced programs will have priority over programs produced outside the community. First showings of programs have priority over repeat showings. Live cablecast of community meetings and events will be given priority over pre-taped programs and scheduled series. CMAP reserves the right to preempt previously scheduled programming in order to cablecast live or taped programs which are time-sensitive and are of general community interest and public importance. All unresolved conflicts will be settled by the programming manager.

## Series Programs

A series is defined as regular programming of a show with the same title and length, once monthly, twice monthly, or weekly.

Requests for consistent time slots (program series) will be allocated at CMAP if the following conditions are met:

- The producer has completed two taped programs before applying for a series.
- Ample time remains available for other community programming requests.
- Titles and descriptions of programs are submitted to the programming manager at least four weeks in advance of air time.
- User has new material on a consistent basis for each scheduled program, i.e. a monthly show will have new material each month.

A series will be allocated a maximum of 13 weeks of programming time, after which re-application will be required. For purposes of program scheduling, there are four 13-week blocks each calendar year.

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Weeks 7 & 8	Week 9	Week 10	Week 11	Week 12	Week 13
New series time slots begins						Two-week period for series time slot applications	New series time slots assigned				

\* Based on a quarterly schedule; Week One will begin on Jan. 1st, April 1st, July 1st and October 1st

If a series does not have the program ready for its scheduled time slot, the producer will be given a warning the first time. If a series does not have the program ready a second time, CMAP will assign the time slot to other users.

Producers who are inconsistent with their regular schedule will be required to resubmit a request for series time. The re-application process will take into consideration other scheduling demands and CMAP's judgment regarding the ability of the producer to meet the requirements for series programming.

## Live Programs

A producer may request a time slot for a live program no less than four weeks and no more than 13 weeks in advance. Producers must shoot two live to tape shows first, having demonstrated an ability to handle the complexity of doing a live show before permission will be granted and time is scheduled.

## **Controversial/Adult Programming**

If, in the opinion of a producer, any material in their program is deemed to be appropriate for adult audiences only, a 15-second visual and audio viewer advisory specifying the nature of the controversial content will be required at the beginning of the program. Producers are expected to inform CMAP staff about programming that may be problematic to viewers in the Program Submission Form, and to exercise good judgment. Controversial or adult programming with excessively violent material, offensive language, excessive nudity, graphic depiction of medical procedures, or sexually explicit material will be scheduled for cablecast between 11 PM and 6 AM.

Controversial content in programming should have the effect of encouraging a greater expression of free speech; CMAP reserves the right to inform the public of controversial programming and to solicit responses from the community in the form of additional programming.

## **Prohibited Programming**

CMAP **cannot** air:

Commercial Programming.

Material which is obscene or unprotected by the Constitution of the United States.

Material which constitutes libel, slander, invasion of privacy or publicity rights, incitement, or which otherwise violates any other local state or federal law.

Programs containing material that violates copyright or trademark law. Use of such material requires obtaining appropriate permission from music licensing organizations, publishers, representatives, copyright holders, broadcast stations, networks and/or any other intellectual property owners. Unless producers can furnish written authorization for each instance of copyrighted or trademarked materials, CMAP will not schedule the program.

Material that creates immediate danger of damage to property or injury to persons, the substantial obstruction of law enforcement or other governmental functions or services, the deprivation of any person by threat of force or physical action of a legal right or the disturbance of any person in the enjoyment of a legal right, or the creation of a public nuisance.

Material that contains direct or indirect presentation of lotteries or lottery information.

Any other material which may, from time to time, be deemed to be prohibited from cablecast by applicable law or regulation.

No paid advertising will be accepted on behalf of candidates for public office or political parties, including promoting and / or opposing ballot issues by supporting groups or lobbying organizations.

## Technical Standards

### Tape Stock and DVD's

Producers are encouraged to purchase tape stock from CMAP or any other supplier of quality tape. To protect our equipment, Maxell VHS and SVHS or Fuji mini DV tapes are accepted. Apple DVD's are accepted. Producers shall assure CMAP that the media is either new or of a quality sufficient to prevent damage or excessive clogging to recorders and other playback equipment. Media must be able to play back free of drop-outs and glitches. Tapes must be of such quality that a standard time base corrector (TBC) or processing amplifier will accept the signal. Audio quality must be of constant and sufficient level to permit adequate transmission. Inadequate tapes will be declined for cablecasting. CMAP staff will return the tape to the producer and advise on potential corrections, if any, for resubmission.

### Playback Specifications

All program submissions will meet playback specifications, include producer's contact information, viewer advisory, other pertinent information, and be accompanied by a completed program submission form. Playback specifications are listed below and are also available from Master Control.

**Labeling** All program submissions will be labeled with title of program, cablecast date, producer's name, cue point, and length of program. VHS and SVHS tapes must be labeled on spine and face and be submitted in a paper sleeve or plastic case. Mini DV tapes must be labeled on spine and face and be submitted in a plastic case. DVD's must be labeled on the disk and be submitted in a plastic or other protective case.

**Leader** The leader (beginning of all programs) must have a standard format of 60 seconds of color bars with audio test tone at 0 db, 30 seconds of standard black, 10 seconds of standard slate, 10 second standard countdown with 2 seconds of black.

**Trailer** The trailer (end of all programs) must have a standard format of appropriate production/crew credits, underwriter credits, producer contact information, CMAP credit, CMAP disclaimer, and 60 seconds of standard black. **Tapes submitted to CMAP will not be returned.**

If CMAP equipment and/or facilities were used, the CMAP credit page shall read: "This program was produced through the facilities of Community Media Access Partnership. All viewpoints expressed are the sole responsibility of the producer." If the Gavilan Community College TV Studio was used, the CMAP credit page shall read: "This program was produced through the facilities of Community Media Access Partnership and Gavilan Community College. All viewpoints expressed are the sole responsibility of the producer." The credit page shall appear for at least 5 seconds as the last page of credits before fading to black.

<b>“COOKING WITH JULIA”</b>	air date 10-20-03
Producer James Beard cue @ 00:03:20	TRT 00:28:30

**spine  
label**

<b>“COOKING WITH JULIA”</b>
air date 10-20-03
Producer James Beard
cue @ 00:03:20
TRT 00:28:30

**face  
label**

### **Objectionable Program Content**

If the program submitted, in the producer’s best judgment, falls within the category of potentially objectionable program content, a viewer advisory must be included immediately prior to the beginning of the program stating: “The following program contains material (*include the specifics of all aspects the content could be potentially objectionable to others: excessive violence, excessive profane or offensive language, excessive nudity, sexually explicit material, graphic depiction of medical procedures*) that some viewers may find objectionable or inappropriate.” The viewer advisory must be read aloud and displayed on screen for 15 seconds.

### **Submissions**

CMAP has right of first use to all programs created using CMAP equipment and facilities. Specifically, programs must be submitted for airing on CMAP **before** being submitted to any other broadcast or distribution facility. Taped, edited programs must be submitted on CMAP-designated tape stock or media; live-to-tape programs will deliver first generation tape or first generation edited tape. All program submissions will be accompanied by a program submission form, and all applicable information must be provided. **Tapes submitted become the property of CMAP and will not be returned.** CMAP reserves the right to archive and/or dispose of submitted tapes at its discretion.

Producers will, as part of the program submission process, indicate how viewers can reach them. This information will be in the credits section of the program submitted as well as on the program submission form, and the information must be identical. The contact information will be released to the public in the event CMAP is contacted about the program.

### **Compliance**

Failure to comply with these requirements can result in a range of outcomes: your program may not receive air time, or your membership and ability to use CMAP’s facilities may be

limited or revoked. If staff notices an abnormal number of production problems with a program submission, a user may be asked to retrain. CMAP reserves the right to adapt these operating rules and procedures, allowing it to modify, revoke, suspend, terminate, delete, or change these procedures when circumstances warrant it.

The following “dings” may be assessed if CMAP staff determines that members have not complied with these requirements:

🔔 🔔 🔔 🔔 🔔 = Falsifying or not revealing obscene material submitted for airing

🔔 = Not delivering programming on agreed-upon schedule

🔔 🔔 = Falsifying or not revealing producer contact on the submitted video

🔔 🔔 = Removal of videos or other material from Master Control

## **Producers’ Programming Rights**

Program producers maintain ownership of rights to all original material and are liable for all the content.

Program producers can request a program date and time for cablecast, in accordance with scheduling priorities.

Program producers may request that programming cease being aired, if it is determined the program information has become outdated or obsolete.

The Equal Opportunity or “Equal Time” rule and the Personal Attack rule do not apply to public access. Public access users are under no legal obligation to show any viewpoint other than their own. Community residents with diverse and opposing viewpoints are encouraged to use the public access channel to express their ideas.

## Statement of Compliance

- A. I have read, am thoroughly familiar with, and agree to comply with the Community Media Access Partnership Policies and Procedures. I acknowledge that the Access Handbook may be amended from time to time by CMAP. All such amendments shall be posted at the CMAP office. I agree that my use of the CMAP facilities or resources shall constitute my acceptance and agreement to comply with all of the Policies and Procedures in the Access Handbook, including any amendments adopted by CMAP as of the date of such use.
- B. Program material that I will record and/or submit for cablecast will not contain:
1. Material primarily designed to promote the sale of commercial products or services.
  2. The solicitation or appeal for funds for any purpose (unless specifically authorized by CMAP).
  3. Material that constitutes or promotes any lottery or gambling enterprise.
  4. Obscene material, which is defined by the U.S. Supreme Court in *Miller v. California*, 413 U.S. 15, 24 (1974): “A work which, taken as a whole, (1) appeals to the prurient interest, (2) depicts or describes sexual conduct in a patently offensive way, and (3) lacks serious literary, artistic, political, or scientific value.” CMAP (its Board, agents, and employees) is not authorized to determine whether or not a program is obscene.
  5. Material that constitutes libel, slander, invasion of privacy or publicity rights, unfair competition, violation of trademark or copyright, or that might violate any local, state, or federal law.
  6. “Hate speech” or “fighting word,” which are defined by the U.S. Supreme Court as “those, which by their very utterance inflict injury or tend to incite an immediate breach of the peace.”
- C. I certify that I meet the user eligibility criteria set forth in the membership section of the CMAP Access Handbook.
- D. I assume full responsibility for the content of all program material cablecast and will ensure that such program material will not violate any right of any third party.

- E. I have obtained or, before the program material is cablecast, will obtain all required approvals, clearances, licenses, etc. for the use of any program material I submit for cablecast, including but not limited to approvals by broadcast stations, networks, sponsors, music licensing organizations, copyright owners, performers' representatives, all persons appearing in the program material, and any other approvals that may be necessary to transmit program material over the channels managed by CMAP.
- F. I agree to grant to CMAP non-exclusive unlimited rights to cablecast any program I submit. As stated on page 23 all tapes become property of CMAP and will not be returned.
- G. I agree to indemnify, defend and hold harmless Community Media Access Partnership, Charter Communications, Gavilan Community College, the cities of Gilroy, Hollister, and San Juan Bautista, and their respective directors, officers, agents, and employees from and against any and all claims or other injury (including reasonable cost of defending claims or litigations) arising from or in connection with claims of loss or damage to person or property arising out of the failure to comply with the Access Handbook, any applicable laws, rules, regulations, or other requirements of local, state, or federal authorities, for claims of libel, slander, invasion of privacy, personal injury, or infringement of common law or statutory copyright, for breach of contract or other injury or damage in law or equity which claims result from the use of CMAP channel space, facilities, equipment, or other resources.
- H. I acknowledge that CMAP has strongly encouraged me to obtain a homeowner's or renter's insurance policy that includes liability coverage to protect me in the event of a claim or litigation against me as a result of my use of CMAP channel space, facilities, equipment, or other resources.
- I. I agree that I shall not represent myself or any other person involved in public, educational, or government access programming activities as an employee, representative, or agent of CMAP.
- J. In my use of CMAP channels, equipment, facilities, or resources, I agree to comply with all applicable rules and regulations of federal, state, or local governments and all other regulatory agencies, including the Federal Communications Commission.
- K. I agree to pay the costs of any repair or replacement of equipment or materials resulting from damage, misuse, or theft while such equipment or materials are in my possession or control, normal wear and tear excepted. I understand the penalties that apply if I do not return equipment or materials on time.
- L. I have read and understand the Policies relating to the use of CMAP channel space, facilities, or equipment for any financial gain or other commercial purposes set forth in the Access Handbook. I understand that programming produced using CMAP equipment or facilities must be cablecast at least once on a channel managed by CMAP.

- M. I understand that if any program created using CMAP facilities is sold or distributed for money, CMAP must be reimbursed for equipment rental and usage. I will notify CMAP of my intent to distribute such program or enter into a sales or distribution agreement, and will either offer a percentage to CMAP or a deferred rental payment.
- N. I understand that false or misleading statements made in the Statement of Compliance or in the Program Submission Form are grounds for forfeiture of the right to use CMAP channel space, facilities, and equipment.
- O. I understand and agree that I am an independent contractor and that no relationship of employer-employee or principal-agent exists between CMAP and myself.
- P. Any waiver of any breach of this Statement of Compliance shall not waive any continuing or other breach of the same provision or any other provision of this Statement of Compliance.
- Q. Should a dispute arise between parties with respect to their rights and duties under this Statement of Compliance, the prevailing party in such dispute shall be entitled to recover its attorney's fees and cost incurred in connection therewith.
- R. This Statement of Compliance is non-transferable.

**Note**

The Community Media Access Partnership Access Handbook may be amended at any meeting of the Board of Directors where a quorum is present.

## Appendix

### Summary of Required Paperwork

#### **Mandatory Initial Paper work**

Every member must have these forms on file prior to the use of any CMAP equipment or facilities.

##### **Membership Application**

This document needs to be filled out in order to become a member or user of the CMAP facilities.

##### **Statement of Compliance / Handbook Agreement**

By signing this document, you are saying that you have read and understand the Statement of Compliance and Access Handbook.

##### **Scholarship Request Form (*only if applying for a scholarship*)**

The scholarship application form needs to be turned in at the time of membership application. Upon approval, the applicant will be granted a “Red” membership according to the Scholarship membership guidelines.

#### **Paper Work for Producers which is Mandatory “if / when...”**

##### **Project Proposal**

This document must be turned into, and approved by CMAP, *prior* to beginning production on *any* project.

##### **Third Party Agreement for Paid Producers Form**

*If you are receiving third party funds*, this form needs to be turned in before the project proposal is approved.

##### **Equipment Check –out Contract**

This document is a receipt of what equipment and/or facilities you have checked out from CMAP. By signing this document, you agree to take all financial responsibility for CMAP equipment while it is checked out in your name.

##### **Program Submission Form**

This form is needed when your project is ready for air. It must be turned into the Programming Manager and **MUST** accompany your program. **PROJECTS WILL NOT AIR WITHOUT THIS FORM ON FILE.**

# Notes